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15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17

18 ELIAS YAMIDO, MARK SIBAYAN
19 and THELMA YAMIDO, on behalf of
20 themselves, others similarly
situated and the general public,

21 Plaintiff,

22 v.

23 FLYING FOOD GROUP, LLC and
24 DOES 1-10, inclusive,

25 Defendant.
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CASE No. 3:19-cv-00344-RS

**AMENDMENT TO STIPULATION
OF CLASS ACTION SETTLEMENT
AND RELEASE OF CLAIMS RE:
PAYMENT SCHEDULE**

Honorable Richard Seeborg

Action Filed: December 14, 2018
Trial Date: None

1 This Amendment to the Stipulation and Agreement of Class Action Settlement
2 and Release (the “Settlement Agreement”) is entered in the above-captioned action
3 (the “Action”) between and among the Plaintiffs Elias Yamido, Mark Sibayan, and
4 Thelma Yamido (“Plaintiffs”), on behalf of themselves and the Settlement Class (as
5 defined in the Settlement Agreement), and Defendant Flying Food Group, LLC
6 (“Defendant”) (collectively, the “Parties”). The Parties hereby stipulate and agree as
7 follows:

8 **RECITALS**

9 1. WHEREAS, the Parties entered into the Settlement Agreement in good
10 faith in June 2020.

11 2. WHEREAS, the Court granted Plaintiffs’ motion for Preliminary
12 Approval of Class Action Settlement on July 16, 2020 [dkt. 39].

13 3. WHEREAS, Plaintiffs submitted their motion for Attorney’s Fees,
14 Costs, and Plaintiffs’ Enhancement [dkt. 40] on September 15, 2020, within the
15 deadline ordered by the Court.

16 4. WHEREAS, Plaintiffs submitted their motion for Final Approval of
17 Class Action Settlement [dkt. 42] on October 29, 2020, within the deadline ordered
18 by the Court.

19 5. WHEREAS, Defendant notified Plaintiffs in November 2020 of their
20 inability to fund the gross settlement amount as initially agreed upon in the Settlement
21 Agreement due to financial constraints brought about by the Covid-19 pandemic.

22 6. WHEREAS, Defendant filed with the Court a declaration outlining the
23 reasons behind its inability to fund the gross settlement amount as initially agreed
24 upon in the Settlement Agreement [dkt. 45] on November 16, 2020.

25 7. WHEREAS, as requested by the Parties through a stipulation and
26 proposed order, the Court continued the Final Fairness Hearing originally scheduled
27 for November 19, 2020, to January 14, 2020, to give the Parties an opportunity to
28 agree to a new payment schedule.

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2 8. NOW THEREFORE, the Parties stipulate and agree (pending Court
3 approval) that Defendant shall fund the settlement amount as follows:

4 **AMENDMENT TO SETTLEMENT**

5 1. The Parties maintain their intentions to perform their obligations under
6 the Settlement Agreement. The only change envisioned here pertains to the manner
7 in which Defendant shall fund the gross settlement amount.

8 2. Defendant shall pay the gross settlement amount of Six Hundred and
9 Seventy-Five Thousand Dollars (\$675,000), in full and complete resolution of this
10 Action, in three, equal installment payments: (a) Two Hundred and Twenty-Five
11 Thousand Dollars (\$225,000) to be paid no later than April 15, 2021; (b) Two
12 Hundred and Twenty-Five Thousand Dollars (\$225,000) to be paid no later than
13 August 15, 2021, and; (c) Two Hundred and Twenty-Five Thousand Dollars
14 (\$225,000) to be paid no later than November 15, 2021.

15 3. The amounts described directly above shall be paid to and held in escrow
16 by the Settlement Administrator, Simpluris, Inc.

17 4. Pending Court approval, the Settlement Administrator shall distribute all
18 agreed upon deductions from the gross settlement to Plaintiffs and Class Counsel and
19 the Net Settlement Amount to Class Members as stated in section 9.6 of the Settlement
20 Agreement.

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22 **IT IS SO STIPULATED.**
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1 IN WITNESS WHEREOF, the Parties hereto have caused this Stipulation to
2 be executed, by their duly authorized attorneys as of June 8, 2020.

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4 Dated: January 7, 2021

John A. Conkle
Amanda R. Washton
Keith Rossman, members of
CONKLE, KREMER & ENGEL
Professional Law Corporation

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9 By: 

10 Amanda R. Washton
11 Attorneys for Defendant Flying Food
12 Group, LLC

13 Dated: January 7, 2021

Arlo Garcia Uriarte
LIBERATION LAW GROUP, P.C.

14
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16
17 By: 

18 Arlo Garcia Uriarte
19 Attorneys for Plaintiffs Elias Yamido, Mark
20 Sibayan, and Thelma Yamido

21 Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other signatories listed,
22 and on whose behalf this filing is submitted, concur in the filing's content and have
23 authorized the filing.
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